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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: _____

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Attorneys for Defendant Terry Stevens

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DREAM WORLD PARTNERS, INC.,
Plaintiff,
vs.
TERRY STEVENS and DOES 1-10,
Defendants.

Case: 2-12-cv-08200-ODW-JCG

Assigned to Judge Otis D. Wright II
Magistrate Judge Jay C. Gandhi

TERRY STEVENS,
Counterclaimant,
vs.
DREAM WORLD PARTNERS, INC.,
DREAM MARRIAGE GROUP, INC.,
JOHN and JANE DOES I-X; ; BLACK
& WHITE ENTITIES I-X.
Counterdefendants.

**AMENDED ANSWER AND
COUNTERCLAIM**

1 Defendant Terry Stevens, through undersigned counsel, hereby submits his
2 Amended Answer and Counterclaim as follows:

3 1. Defendant denies each and every allegations contained in Plaintiff's
4 Complaint, if not otherwise admitted herein.
5

6 **INTRODUCTION**
7

8 2. Defendant admits that the website onlinerussianbrides.com is registered
9 to Defendant, otherwise, he is either without sufficient information to admit or deny
10 the allegations contained in Paragraph 1 and/or expressly denies the remainder of the
11 allegations contained in Paragraph 1.
12

13 **JURISDICTION AND VENUE**
14

15 3. Defendant admits the allegations contained in Paragraphs 2.

16 4. Defendant is without sufficient information to admit or deny the
17 allegations contained in Paragraphs 3, 4 and 5, and therefore denies same.
18

19 5. Defendant denies the allegations contained in Paragraph 6, 7 and 8.

20 6. Defendant is without sufficient information to admit or deny the
21 allegations contained in Paragraph 9, and therefore denies same.
22

23 **THE PARTIES**
24

25 7. Defendant is without sufficient information to admit or deny the
26 allegations contained in Paragraph 10 and 11.
27
28

1 8. Defendant admits the allegations in Paragraph 12 insofar that he resides
2 in Mesa, Arizona and owns and/or operates onlinerussianbrides.com, but denies that
3 the site is infringing.
4

5 9. Defendant denies the allegations contained in Paragraph 13 that he was
6 acting in concert with any fictitious person or entity.
7

8 **FACTS COMMON TO ALL CAUSES OF ACTION**

9 10. Defendant denies the allegations contained in Paragraph 14.
10

11 11. Defendant is without sufficient information to admit or deny the
12 allegations contained in Paragraph 15 and 16, and therefore denies same
13

14 **COUNT I - COPYRIGHT INFRINGEMENT**

15 12. Paragraph 17 contains no factual statement to admit or deny.
16

17 13. Defendant is without sufficient information to admit or deny the
18 allegations in Paragraph 18, and therefore denies same.

19 14. Defendant denies the allegations contained in Paragraphs 20-23.
20

21 **COUNT II - UNFAIR COMPETITION UNDER CALIFORNIA LAW**

22 15. Paragraph 24 contains no factual statement to admit or deny.
23

24 16. Defendant denies the allegations contained in Paragraph 25.
25

26 **AFFIRMATIVE DEFENSES**

27 17. Plaintiff's Complaint fails to state a claim upon which relief can be
28 granted, specifically, Plaintiff fails to plead plausible facts demonstrating that

1 Defendant has engaged in any deceptive or fraudulent conduct attempting to pass his
2 website off for Plaintiff's website.

3
4 18. Plaintiff's claims are barred by the statute of limitations.

5 19. Plaintiff's recovery is barred by the doctrines of copyright misuse and
6 unclean hands based on its anticompetitive conduct, namely, requiring through its
7 Terms of Use that the putative author submitting testimonials and other materials
8 confers upon Plaintiff an irrevocable and exclusive license to the testimonials,
9 expressly preventing the putative author from using the testimonial and other
10 materials elsewhere, and registering the copyright to the testimonials on this basis.
11 (Plaintiff's Terms of Use are attached as **Exhibit "A"** hereto). Further Plaintiff
12 reproduced an image of Defendant's likeness on Plaintiff's website that, on
13 information and belief, was copied from Defendant's website without first obtaining
14 Defendant's consent or authorization.
15
16
17
18

19 20. Plaintiff's copyright registration in the online testimonials is invalid
20 and/or unenforceable because the purported assignment and/or exclusive license
21 fails to comply with requirements set forth in 17 U.S.C. 204(a).
22

23 21. Plaintiff lacks standing to bring claims for copyright infringement
24 concerning the online testimonials pursuant to 17 U.S.C. § 411.
25
26
27
28

22. Defendant did not infringe because he had an express and/or implied license to publish the online testimonials on his website from the putative authors, or his/her representative/agent, publishing same to his website.

23. Plaintiff's damages are limited to actual damages and profits pursuant to 17 U.S.C. 412 and 504(b) because the alleged infringing activity occurred before registration and more than 90-days elapsed between publication and registration.

24. Plaintiff's recovery may be prevented or reduced by the doctrine of avoidable consequences and/or failure to mitigate damages.

25. Plaintiff's state based claims are preempted by the Copyright Act.

26. Defendant is entitled to a set-off or recoupment of any judgment in favor of Plaintiff and against Defendant.

27. Defendant reserves the right to raise any and all applicable affirmative defenses to each and every count alleged in Plaintiff's Complaint upon further discovery.

COUNTERCLAIM

JURISDICTIONAL ALLEGATIONS

1. Counterclaimant Terry Stevens is a resident of Arizona.

2. Counterdefendants Dream World Partners, Inc. and Dream Marriage Group, Inc. (collectively referred to as "DWP") are both incorporated in Nevada and both allege that they maintain their principal place of business in California.

1 3. DWP has engaged in conduct and caused acts to occur arising from or
2 related to its ongoing business and website operations in California and this
3 particular District, and therefore venue is proper pursuant to 28 U.S.C. § 1391.
4

5 4. Stevens' claims arise out of the same transaction, occurrence and events
6 as DWP's underlying complaint, and therefore supplemental jurisdiction over
7 Stevens' state based claims pursuant to 28 U.S.C. 1367.
8

9 5. Dream Marriage Group may be properly joined because, on information
10 and belief, it is jointly and severally liable with Dream World Partners, and the
11 counterclaim against both Counterdefendants arise out of the same transaction,
12 occurrence and events.
13
14

15 GENERAL ALLEGATIONS

16 6. Stevens has owned and operated the website
17 www.onlinerussianbrides.com since January 2012.
18

19 7. Stevens frequently travels to and from the Ukraine as part of running
20 his online business, including touring with and otherwise assisting clients and
21 establishing relationships with local "talent agencies."
22

23 8. While Stevens was in the Ukraine on or about November 2009, he was
24 approached by an unknown female who made small talk and asked if she could take
25 a photograph with him (hereinafter referred to as the "Image").
26
27
28

1 9. The unknown female never sought Stevens' consent or otherwise
2 informed him that the Image would be posted and published to DWP's website
3 www.dream-marriage.com or any other dating website.
4

5 10. Stevens never consented to the Image being posted and published to
6 DWP's website or any other dating website.
7

8 11. The unknown female e-mailed Stevens a copy of the Image within a
9 month or so of it being taken.
10

11 12. Stevens published and posted the image to his website
12 onlinerussianbrides.com.
13

14 13. Stevens left the United States for the Ukraine on April 9, 2012 and did
15 not return until September 28, 2012.
16

17 14. When Stevens returned to his home in Mesa, Arizona he opened and
18 read the cease and deist letter, which DWP's lawyers had mailed to his home
19 address.
20

21 15. Stevens went onto DWP's website concerning issues raised in the
22 Cease and Deist letter where he discovered that DWP's website had published the
23 Image. (A screen shot of the Image posted to DWP's website is attached as **Exhibit**
24 **"B"** hereto and the URL is [http://www.dream-marriage.com/russian-women-](http://www.dream-marriage.com/russian-women-testimonials.php?page=43)
25 [testimonials.php?page=43](http://www.dream-marriage.com/russian-women-testimonials.php?page=43)).
26
27
28

1 16. In November 2012, Stevens' corresponded with DWP's lawyer,
2 including a request that DWP take down the Image.

3 17. DWP's lawyer directed Stevens to submit the request to DWP's
4 customer service.
5

6 18. Stevens did so, and received an automated reply from DWP's customer
7 service.
8

9 19. DWP failed to remove the Image, where it remains as of February 19,
10 2013.
11

12 **COUNT I - Misappropriation of Likeness - Cal. Civ. Code § 3334**

13 20. DWP knowingly used and continues using Stevens' likeness by
14 publishing and displaying a photograph of his person.
15

16 21. DWP has appropriated Stevens' likeness for commercial purposes by
17 promoting its dating websites through online testimonials coupled with publishing
18 photographs of couples whom purportedly met through DWP's website.
19

20 22. DWP failed to obtain Stevens' consent to post and publish the Image
21 and has ignored Stevens' request to take it down.
22

23 23. Stevens' has been harmed by DWP posting and publishing the Image to
24 DWP's website and subsequent refusal to take it down.
25

26 24. Stevens' is entitled to statutory damages of at least \$750, along with
27 compensatory damages, reasonable attorneys' fees and costs.
28

1 WHEREFORE Stevens prays for judgment against DWP as follows:

2 A. For compensatory, statutory and punitive damages pursuant to
3 Cal. Civ. Code § 3334, in an amount to be awarded by the jury.
4

5 B. For Stevens' reasonable attorneys' fees pursuant to Cal. Civ. Code
6 § 3334.
7

8 C. For Stevens' costs incurred in prosecuting his counterclaim

9 D. For such other relief as the court deems just.
10

11
12 DATED: March 6, 2013

KELLY / WARNER, PLLC

13 
14

15 (By Morgan E. Pietz,
with permission for:)

16 Paul D. Ticen
17 Garrick A. McFadden
18 Kelly / Warner
19 404 S. Mill Ave., Suite C-201
20 Tempe, Arizona 85281
21 Attorneys for Defendant Terry Stevens
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23
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CERTIFICATE OF SERVICE

I hereby certify that on this day, the above document was filed with the Clerk of Court's Office, which will upload the Answer to the CM/ECF system, and that the plaintiff is signed up to receive notice via that system. The Counterclaim will be served in accordance with the rules for claim-initiating documents.

Respectfully submitted: March ⁷~~8~~, 2013

THE PIETZ LAW FIRM



Morgan E. Pietz
THE PIETZ LAW FIRM
Local Counsel for Defendant and
Counterclaimant

EXHIBIT A

Terms of Service

1. DEFINITIONS
2. GENERAL PROVISIONS
3. PRIVACY
4. FREE TRIAL
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19. EXCLUSIVE VENUE
20. DISPUTE RELATED FEES AND COSTS

1. DEFINITIONS

"Agreement" means the most current version of these terms of service agreement between us and you.

"Facilitator" means an independent company located outside the U.S. that acts as your agent and facilitates the process of complying with the IMBRA in the event you seek direct contact by U.S. citizens and residents with non-U.S. citizens or residents.

"Licensed Materials" means our intellectual property, including but not limited to, our logos, trade names, service marks and trademarks.

"IMBRA" means the International Marriage Broker Regulation Act of 2005 contained in the Violence Against Women and the Department of Justice Reauthorization Act of 2005.

"Services" means each and every service we offer.

"Site" means www.dream-marriage.com and all other Uniform Resource Identifier we use to provide our Services and the underlying business that operates the site.

"System" means all of our software and hardware and all supporting technology.

"We," "us," and "our" means Dream Marriage, Inc. as the owner and operator of this web site under the trademark Dream-Marriage.com and Dream Marriage.

"You," "your," and "yourself" means any person, organization or business entity that purchases or otherwise seeks to use our Services, as well as their agents, assigns, and successors.

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"You," "your," and "yourself" means any person, organization or business entity that purchases or otherwise seeks to use our Services, as well as their agents, assigns, and successors.

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2. GENERAL PROVISIONS

Please direct any questions not answered by reading this Agreement to us via "Contact Us" form.

You may not access the Site or utilize our Services if you have not yet reached 18 years of age, are a convicted sex offender, have a felony conviction or the equivalent in any jurisdiction or have been convicted of any crime of moral turpitude or are not an individual utilizing our Services solely for your own personal use and in good faith.

Before you may use any of our Services, you must read and agree to comply with this Agreement and understand and accept that this Agreement:

- takes effect the moment you access the Site or use any tool or service we provide;
- contains all terms and conditions of your relationship with us and your use of our Services;
- may only be amended or modified by us, unless we agree otherwise in writing with you;
- may be amended or modified by us at any time and all such changes shall take full effect as soon as they are posted on the Site with your continued use of our Services as irrefutable proof of your consent to the terms and conditions of the most current version of this Agreement;
- is the entire and only agreement between you and us; and
- shall only terminate under the conditions provided for herein.

This Agreement shall in no way create an agency, employee-employer, franchisor-franchisee, joint enterprise, joint venture, or partnership relationship between you and us.

Our failure to require your performance of any provision of this Agreement shall not affect our right to require subsequent performance at any time of the same provision.

Should we determine, in our sole discretion, that you have violated any provisions of this Agreement or applicable laws, we may, with subsequent notice to you:

- immediately cancel your account with us;
- use your personal information to collect all pending and applicable fees and other amounts due;
- charge you for all administrative costs in connection with any violation by you of any provision of this Agreement; and
- bring legal action to enjoin violations and/or to collect all damages caused by your violations of this Agreement.

We cooperate with law enforcement and any other appropriate authorities and organizations of any applicable jurisdiction

Unless otherwise provided herein, you agree that:

- all notices from us to you shall be sent to your current email address on file with us and will be deemed immediately delivered even if such email address is no longer valid
- all notices from you to us shall be sent and deemed immediately delivered or in writing and delivered by courier or registered mail to Dream Marriage, Inc., 9120 Double Diamond Parkway Suite 3988, Reno, NV 89521, and shall only be deemed delivered once the letter arrives at our office.

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3. PRIVACY

Protecting your privacy is very important to us; so we do not sell your personal information and will only use it for obvious, legitimate business purposes.

You agree that we may use your personal information to enforce this Agreement, and when complying with an order of a court or other government entity of competent jurisdiction.

When you establish an account with us, you are required to provide us with your name, address, telephone, email address and credit card information. We use this information to contact you when necessary, process payment for your use of our Services and to confirm your identity when you contact us.

We use clear gifs, cookies, log files, and third parties to create a profile of our users and the information gathered is personally identifiable as belonging to you so that we can better determine what Services and System adjustments will optimize your experience at the Site.

We may offer you opportunities to communicate with third parties. Please remember that we do not control or guarantee in any way the safety of the content on websites not operated by us and any information that is disclosed in these areas becomes public information, and you should exercise caution when deciding to disclose any personal information.

We follow established security procedures to keep your personal information safe from unauthorized third parties.

You alone are responsible for maintaining the security of your account access information—i.e., username, password and account-access hints.

You alone are responsible for confirming the accuracy of your personal information that we use to contact you. Any email messages we receive that appear to be from the email address we have on file for you shall be deemed to have been sent by you or your duly authorized agent with full authority to act on your behalf.

In the event that you file suit against us, or threaten to file suit against us, we will release your personal information to our attorney for purpose of our defense. In the event that any government agency of any nation

In the event that you file suit against us, or threaten to file suit against us, we will release your personal information to our attorney for purpose of our defense. In the event that any government agency of any nation requests your personal information due to an investigation regarding any illegal conduct on your part, we will release your personal information to that agency upon their request. In the event that we believe you have violated the law of any jurisdiction, we will report the same to the relevant law enforcement agencies and release your personal information to them. In the event that any third party subpoenas your personal information regarding a civil matter on file in any jurisdiction, we will honor that subpoena and release the requested information accordingly.

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4. FREE TRIAL

After 3 days of free use of the free trial membership subscription, your credit card will be charged 9.99 for the first month of use.

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5. CANCELLATION OF FREE TRIAL

You may cancel your free trial and/or remove your profile by visiting the Account Options page located on the home page once you login. Your cancellation shall take effect within twenty-four (24) hours.

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6. FEES

We may change our fee schedule at any time and the new fee schedule shall be enforce immediately upon publication of the same on our web site or upon notice to you via email.

All memberships are provided on a monthly, recurring basis and will be automatically renewed one month from the date of your most recent membership fee payment, unless you notify us, in writing, at least seven calendar days before your current membership expires that you do not wish to renew your membership. All memberships are sold on a monthly, recurring basis. Your credit card will be charged a membership each fee each month unless you cancel your membership as set forth herein.

We will make three attempts to charge your credit card on file with us for the purpose of collecting all outstanding service fees and then to renew your membership at the current level; your membership will default back to the introductory level if we are unable to collect all outstanding service fees and/or the renewal fee for your current membership level.

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7. REFUNDS/NO CHARGEBACKS

No fees shall be refunded and all sales are final.

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8. INTERNATIONAL MARRIAGE BROKER REGULATION ACT

If you are a U.S. citizen or resident seeking to obtain personal information about or meet personally with a non-U.S. citizens or residents, you hereby agree to fully comply with all provisions of the IMBRA, including the requirement that you not make direct contact with the non-U.S. citizens or residents until you have completed the procedures required by the IMBRA.

You understand and hereby agree that all use of our Services by you is conditioned upon your continuing full compliance with the IMBRA and particularly with the information notification and release requirements.

Once you have fulfilled all IMBRA related requirements, we may in our sole discretion put you in contact with a Facilitator to assist with background information notification and release requirements so that you may eventually directly contact non-U.S. citizens or residents.

The Facilitator provides us with, and we maintain secure electronic copies of all information, forms and documents you and the non-U.S. citizen have given the Facilitator for the purpose of complying with IMGRA requirements.

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9. MEMBERSHIP

We may offer you the opportunity to pay for membership at various levels with each level priced differently and granting you the opportunity to make use of a greater number of our Services.

Members only pay for their particular membership level and fees at all levels shall be recurring with a \$100 administrative fee shall be applied to every chargeback you make on charges for payment to us; see section 4 for more details.

We may cancel your membership or lower your membership level if we determine, in our sole discretion, that you have violated the terms of this Agreement or the law of any jurisdiction or have engaged in any fraudulent or misleading conduct or communications with any site member or with us.

You may cancel your membership and/or remove your profile by visiting Account Options page located on the home page once you login. Your cancellation shall take effect within twenty-four (24) hours.

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10. POSTED CONTENT

We may review and delete any content you post on the Site or utilizing our Services or System if we determine, in our sole discretion, that the content violates the rights of others or is otherwise not appropriate for the Site.

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11. INTELLECTUAL PROPERTY

10. POSTED CONTENT

We may review and delete any content you post on the Site or utilizing our Services or System if we determine, in our sole discretion, that the content violates the rights of others or is otherwise not appropriate for the Site.

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11. INTELLECTUAL PROPERTY**Copyright Terms of Use**

By submitting to the www.dream-marriage.com website (the "Website") the attached photograph(s), audio-visual works, text, or other materials (the "Materials"), You acknowledge that Our Terms of Service, including these Copyright Terms, apply to Your submission and Our use of the Materials.

Copyright Assignment

We want You to understand clearly what You are agreeing to. By submitting Your Materials and clicking on the box next to "I agree", You hereby irrevocably assign, transfer and set over exclusively to Dream World Partners, Inc. ("Us", "We", "Our") all of Your right, title and interest in these Materials, without reservation, including the copyrights in these Materials throughout the world, and further including any moral rights, for the entire duration of any applicable copyright term, including any extensions subsequently enacted in any applicable jurisdiction, and any rights of publicity based on the Materials, for any lawful purpose. To the extent any applicable law prohibits assignment of moral rights, You agree to waive any such rights as between You and Us. We will have the right to use the Materials, and to prohibit any other use of these Materials by any other person, including you, without Our express authorization. We require this assignment of rights so that We can publish and display these Materials as part of Our Website and related services, and make any other lawful uses of the Materials, and so that We can prevent other persons from stealing the Materials from Our Website and using them for other purposes. In addition, so that we can identify you properly, You grant to Us a limited, royalty-free, non-exclusive, non-revocable, worldwide right to use Your name, likeness, and biographical information in connection with the use of the Materials described herein. Any such use is, of course, subject to and limited by the terms of use and privacy policy that You agreed to in setting up your account.

You represent that You are at least 18 years old or sufficient age to legally consent to this contract, whichever is greater, that You have the right to grant Us all the rights granted herein, and that the Materials are owned by You and are not owned by or exclusively licensed to any other person or entity. You also represent that the Materials, the creation of the Materials, and the use of the Materials do not violate any law or regulation and do not infringe the rights of any person or entity, including, but not limited to, any copyright and/or rights of privacy or publicity.

You understand and agree that You will not have any right of approval over the use of the Materials pursuant to this Agreement and You will not receive any additional compensation as a result of any use of the Materials or the rights granted pursuant to this agreement beyond the opportunity to use Our website to network and the exposure You and Your Materials will receive through the Website. This agreement constitutes the entire agreement between Us and You with respect to the subject matter of the agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral. This agreement shall be governed by and construed in accordance with the laws of the State of Nevada, U.S.A., without giving effect to conflicts of law principles.

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12. NO THIRD-PARTY BENEFICIARIES

There shall be no third-party beneficiaries to this Agreement. All assignments are void unless consented to by us in writing.

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13. LIMITATION OF LIABILITY

You agree that we will not be liable for any harm or loss that may occur in connection with:

- any act or omission by you or your agent, whether authorized or unauthorized;
- your use or inability to use our Services;
- your, messages or gifts to, contact with, or attempts to contact non-U.S. citizens or residents, regardless of where you or non-U.S. citizens or residents are located at the time, including but not limited to occurrences during trips by you or non-U.S. citizens or residents;
- public or private information, whether accurate or inaccurate or fraudulent, provided by you or the non-U.S. citizens or residents;
- access delays or access interruptions to our Services;
- the failure to deliver or erroneous delivery of information;
- events outside our control, including but not limited to whether or not you or non-U.S. citizens or residents are compatible;
- your failure to pay us any applicable fees;
- actions, orders and judgments of administrative, judicial and other governmental bodies.

We shall not be liable to you or anyone else for delays in or failures to perform our obligations under this Agreement that directly or indirectly result from events or causes beyond our reasonable control including, but not limited to: hardware or software failures, other equipment failures, electrical power failures, labor disputes, strikes, riots, hurricanes, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or administrative bodies, or the non-performance of third parties.

We shall not be liable for any direct, indirect, consequential, incidental, special or exemplary damages of any kind, including but not limited to lost: profits, goodwill, use, data or other intangibles whether in contract, tort or negligence even if you are aware of the possibility or probability of such damages.

If we are deemed liable to you by a competent court, our maximum possible liability to you for any reason shall not exceed \$100.

We are not liable for any losses, damages or injury regarding any domestic or international travel that you or any third party engages in for any reason. You are solely responsible for all travel costs, fees and taxes. We do not offer travel services and are not a travel service agency.

We shall not be liable to you or anyone else for delays in or failures to perform our obligations under this Agreement that directly or indirectly result from events or causes beyond our reasonable control including, but not limited to: hardware or software failures, other equipment failures, electrical power failures, labor disputes, strikes, riots, hurricanes, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or administrative bodies, or the non-performance of third parties.

We shall not be liable for any direct, indirect, consequential, incidental, special or exemplary damages of any kind, including but not limited to lost: profits, goodwill, use, data or other intangibles whether in contract, tort or negligence even if you we are aware of the possibility or probability of such damages.

If we are deemed liable to you by a competent court, our maximum possible liability to you for any reason shall not exceed \$100.

We are not liable for any losses, damages or injury regarding any domestic or international travel that you or any third party engages in for any reason. You are solely responsible for all travel costs, fees and taxes. We do not offer travel services and are not a travel service agency.

We do not guarantee or indemnify any losses, damages or injuries that you may sustain through your interaction with any person that you meet via our site. We are not responsible for any funds or valuables that you might give to any third person, and we do not guarantee that any person you meet via this site will agree to have contact with you. All persons that you meet via our site are free to discontinue contact with you at any time. Please use all common sense regarding your interaction with any person that you meet or contact via this site and be reasonably cautious in all your dealings with any person that you meet or contact via this site. You agree to hold us harmless and indemnify us regarding any loss, damages or injury that you sustain regarding your interaction with any person you meet via our site.

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14. INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US AND OUR MEMBERS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES OR COSTS, INCLUDING ALL ATTORNEY FEES, COLLECTION FEES AND COURT COSTS, RELATED TO ANY DEMAND OR LITIGATION IN ANY WAY RELATED TO:

- YOUR USE OF OUR SERVICES;
- YOUR INTERACTIONS OR ATTEMPTS TO INTERACT OR MEET WITH NON-U.S. CITIZENS OR RESIDENTS;
- YOUR BREACH OF THIS AGREEMENT;
- INACCURATE OR FRAUDULENT INFORMATION PROVIDED BY YOU OR A NON-U.S. CITIZEN OR RESIDENT YOU SOUGHT TO MEET;
- THE CANCELLATION OF YOUR MEMBERSHIP OR LOWERING OF YOUR MEMBERSHIP LEVEL; OR
- INFRINGEMENT OF ANY THIRD-PARTY RIGHTS ARISING FROM YOUR USE OF OUR SERVICES.

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15. REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- all information you provide to us and the Facilitator is complete, accurate and you will update your information within ten (10) calendar days after it becomes inaccurate;
- you will not directly or indirectly infringe the legal rights of third parties or our Licensed Materials; and
- none of your agreements with us are entered into in bad faith and none of the information or documents you provide to us contain fraudulent or otherwise inaccurate information.
- you are at least 21 years of age, legally competent, have no felony convictions or convictions of any crimes of moral turpitude, and are not a convicted and/or registered sex offender in any jurisdiction.

We make no representations or warranties of any kind in connection with this Agreement.

With regard to the Site and our Services

We expressly disclaim all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

We do not warrant that our Services will meet your requirements be uninterrupted or error free or that they will meet with your satisfaction.

We do not make any warranties or representations regarding use, correctness, accuracy, or reliability.

You agree that:

- you use the Site and our Services at your own risk;
- you use our Services on an "as-is," "where-is" and "as-available" basis and at your own risk and discretion and risk;
- you alone are responsible for any damage to your hardware and software or loss of data in any way related to your use of the Site or our Services;
- neither we nor our members, officers, employees or agents shall have any liability to you; and
- no advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly stated in this Agreement.

We do not warrant that our Services will meet your requirements be uninterrupted or error free or that they will meet with your satisfaction.

We do not make any warranties or representations regarding use, correctness, accuracy, or reliability.

You agree that:

- you use the Site and our Services at your own risk;
- you use our Services on an "as-is," "where-is" and "as-available" basis and at your own risk and discretion and risk;
- you alone are responsible for any damage to your hardware and software or loss of data in any way related to your use of the Site or our Services;
- neither we nor our members, officers, employees or agents shall have any liability to you; and
- no advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly stated in this Agreement.

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16. BREACH, REVOCATION, AND CANCELLATION

Unless otherwise provided herein, any breach of this Agreement by you must be remedied within five (5) calendar days after we send email notice of the breach to you.

Such notice shall be deemed delivered when sent to the e-mail address then on record with us.

If you fail to cure the breach within such period, we will have no further obligation to you and may terminate your membership and/or seek any other remedy available at law or in equity including but not limited to obtaining an injunction or specific performance.

Except as otherwise specified in this Agreement, notice of our actions pursuant to this Agreement will usually be provided to you within fifteen (15) calendar days following the taking of such action.

In the event that you breach any provision of this Agreement, you agree that we may immediately terminate your use of our Services and System.

In the event such a breach occurs by you, we may post on the Site that you have violated our terms and conditions of service.

In the event we determine that you have or continue to violate this Agreement or the law of any jurisdiction:

We reserve the right to prosecute civil and/or criminal actions against you for any abusive behavior you engage in regarding your use of our Services and System or for any behavior that violates any civil or criminal law or regulation of any jurisdiction; and

You will also be subject to legal, administrative, and technical fees in a reasonable amount for damages incurred by us for any violations of this Agreement.

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17. SEVERABILITY

In the event that one or more provisions of this Agreement is deemed unenforceable or invalid, the unaffected provisions of this Agreement shall continue in effect, and the unenforceable or invalid provisions shall be amended or replaced by us with a provision that is valid and enforceable and which achieves, to the greatest extent possible, the objectives and intent of the original provisions.

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18. GOVERNING LAW

This Agreement shall be governed by the federal laws of USA and state of Nevada and California without regard to any conflict of laws provisions. In the event that you bring a legal action for damages against us in USA, you agree to submit your claim to mandatory, binding arbitration at the direction of the courts of USA. You will be required to pay 50% of the arbitration fee and related costs in advance to the arbitrator assigned by the courts of USA before arbitration will engage.

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19. EXCLUSIVE VENUE

You agree that you shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of Belize, Belize pursuant to mandatory binding arbitration as set forth herein.

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20. DISPUTE RELATED FEES AND COSTS

Within 60 days of the date of any event giving rise to a dispute, you must notify us in writing of such dispute, including a dispute over any charges and any services we provided, or you will have waived your right to dispute the charge or such services and to bring, or participate in, any legal action raising any such dispute.

If we reasonably decide to retain an attorney or collection agency to enforce this Agreement, the prevailing party will be entitled to an award of all reasonable fees and costs, regardless of whether a judgment is rendered or suit is ever filed.

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EXHIBIT B



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Last »



Alina and Princeton
6 January 2010



Maria and Victor
6 January 2010



Veronica and Terry
6 January 2010



Albina and Benjamin
26 December 2009



Alena and Noel
25 December 2009



Alla and Dan
24 December 2009



Ksenia and John We both couldn't imagine how happy and lucky we would become! Now we both feel complete and our hearts have come one forever!

Ksenia and John P., Ukraine on 18 February 2011



Anna and John
21 December 2009



Asia and Dave
20 December 2009



Elena and Joseph
17 December 2009

« First « Previous 38 39 40 41 42 43 44 45 46 47 48 ... Next » ...
Last »

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Paul D. Ticen (AZ Bar # 024788)
(Admitted Pro Hac Vice)
Kelley / Warner, P.L.L.C.
404 S. Mill Ave, Suite C-201
Tempe, Arizona 85281

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Terry Stevens

COUNTERCLAIMANT

v.

Dream World Partners, Inc.; Dream Marriage
Group, Inc.

COUNTERDEFENDANT(S).

CASE NUMBER: 2:12 -cv-08200-ODW-JCG

SUMMONS

TO: COUNTERDEFENDANT(S): Dream Marriage Group, Inc.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the counterclaimant a response to the attached amended answer and counter claim under Rule 12 of the Federal Rules of Civil Procedure. The response or motion must be served on the counterclaimant's attorney, Paul D. Ticen with Kelly / Warner, PLLC, whose address is 404 South Mill Avenue, Suite C-201, Scottsdale, AZ 85281. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: _____

By: _____

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

CV-01A (10/11

SUMMONS

Paul D. Ticen (AZ Bar # 024788)
(Admitted Pro Hac Vice)
Kelley / Warner, P.L.L.C.
404 S. Mill Ave, Suite C-201
Tempe, Arizona 85281

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

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v.

Dream World Partners, Inc.; Dream Marriage
Group, Inc.

COUNTERDEFENDANT(S).

CASE NUMBER: 2:12 -cv-08200-ODW-JCG

SUMMONS

TO: COUNTERDEFENDANT(S): Dream World Partners, Inc.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the counterclaimant a response to the attached amended answer and counter claim under Rule 12 of the Federal Rules of Civil Procedure. The response or motion must be served on the counterclaimant's attorney, Paul D. Ticen with Kelly / Warner, PLLC, whose address is 404 South Mill Avenue, Suite C-201, Scottsdale, AZ 85281. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

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Dated: _____

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Deputy Clerk

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CV-01A (10/11

SUMMONS